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INTRODUCTION:

WELCOME TO BOARDWALK MALL!

This document has been prepared to provide you, your architect, or store designer with the criteria and guidelines necessary for the design of your shop. Both the tenant and the designer need to become familiar with the information set out in this document. It includes important guidelines, requirements and suggestions for you and your architect.

Given that this document constitutes a fundamental part of the lease agreement, and a breach of any of the provisions hereof will be a breach of the offer to lease or lease as received. Tenants should ensure that their appointed installation team is well aware of the requirements set out herein as well as the contractual agreement between the Tenant and the Designer. The Designer is to be nominated as the tenant's agent for all matters pertaining to the installations and will be binding on the Tenant. It is the Tenant's responsibility to timeously complete the design, installation and opening of the premises for business, in compliance with the terms set forth in this document and the general conditions of the lease.

The Landlord reserves the right to amend this manual from time to time.

1. DESIGN CRITERIA

1.1. DESIGN PHILOSOPHY FOR THE MALL

Boardwalk Mall has been designed having regard for its location and the environment in which it resides. The shopping centre is an extension to the existing retail component of the Boardwalk Casino and Hotel complex. The new design is a contemporary interpretation of the themed architecture of the existing buildings. The overall design incorporates a new urban square which will function as a multi-purpose events area and further add to the lifestyle and entertainment activities on offer.

The landlord's vision is to provide a shopping centre that is differentiated through a design and retail environment, in which stores demonstrate a sense of individuality and flair, resulting in a lively and stimulating environment.

In order to facilitate for the above, the design criteria have been developed in order for retailers to innovatively communicate their brand values, image, and individual through colour, lighting, sound, display and architecture. The intention is to encourage maximum creativity in the design and construction of every store and promote and ensure individual design identity.

1.2. SHOP DESIGNER

It is a fundamental condition hereof that a qualified SACAP registered interior designer or registered professional architect is appointed by the Tenant to undertake the store and signage design.

It is also imperative that the designer selected be experienced in retail design. Not only will this help assure the tenant that his designer comprehends the latest retail and merchandising design trends, but also that the proposed design solution complements the mall design. To assess this, the designer/tenant/owner may be required to present his/her qualification and a retail design portfolio for approval by the landlord.

The following provides information and guidance on the requirements and procedures that must be adopted during the preparation of the store designs, including the process of design approvals which the tenant must achieve **prior** to the off- site manufacture of fixtures and fittings or the commencement of work on-site. To achieve

these objectives, the Landlord's **design review team** (consisting of Landlord architect, tenant coordinator and developer) has been established with a view to assisting tenants via the design approval process. Each design will be reviewed on an individual basis, in its own retail context to ensure diverse and creative design solutions.

These 5 zones represent the hierarchy of the Landlord's attention, in order of importance:

SHOPFRONT - the announcement or entry to the store.

DESIGN CONTROL AREA – A minimum of 900mm (or as per Base building drawing) deep area immediately behind the front lease line. This is the area in which the Landlord will be extremely critical of design standards and implementation of high-quality materials and finishes. Please note that the concrete beam is not allowed to be altered or painted in any way.

TRADING ZONE – this includes the design control area and is the 'lively market' area of the shop. It is accessible visibly and physically to the customer.

STORAGE ZONE – the space is not visible to the public.

CLOSURE / LEASE LINE – As indicated on the baseline drawings to be issued by the Principal Architect, MDS Architecture.

1.2.1. **BUILDING LOCATION**

Erf description: 2ND Avenue, ERF 3456 Summerstrand, Gqeberha

1.3. **ENVIRONMENTAL SUSTAINABILITY AND WASTE MANAGEMENT**

The Landlord supports the 'Environmental Sustainability' and Energy efficiency initiatives. The Tenant's designers are to be aware of the National Building Regulations, specifically SANS 10400 – Part X and SANS 204.

If requested, a list of approved Designers is available from the Tenant Coordinator.

The developer believes that sustainable living is intelligent living. Not only is it morally responsible, but it is also cost-efficient and enhances our lives. By using cutting edge technologies, we are on the forefront of the green revolution.

Tenants will be obliged to assist with waste recycling and cooperate with the building management team to sort and deliver waste to the decentralised waste collection points for collection by the landlord's waste management staff. Refuse must be sorted and binned in the designated categories of paper, glass, tin, organic waste etc.

All Tenants to comply to the below minimum requirements as far as possible:

- **General Requirement:** As built drawings and specifications need to be given to the landlord for the Green Star rating
- **Environmental Management:** An Environmental Management Plan is in place for the entire project. This gives guidelines for best practice operations for Contractors to prevent damage to the environment.
- **Waste Management:** The Retail Fit-Out Contractor is required to recycle all the waste generated during the construction activities. The quantities (mass), and type of waste must be recorded and presented to the Landlord.
- **Paints, Coatings, Primers, Adhesives, and Sealants and Carpets:** All paints, adhesives and sealants and carpets must be certified to have low Volatile Organic Compounds to prevent off gassing of contaminants into the air.
- **Formaldehyde Minimization:** Composite timber products such as chip board, MDF, plywood and other bonded timber must be manufactured with low formaldehyde resins. Formaldehyde is a carcinogen and should be avoided to prevent respiratory conditions.
- **Water Effective Fittings:** Only low flow / low flush water fittings may be installed. This reduces the amount of domestic water that is consumed and will save the tenant on utility costs.
- **Sustainable Timber:** Timber that is grown in sustainable forests (Forestry Stewardship Council certified (FSC)) or recycled timber should be used to reduce the environmental impact of timber installed in the project.
- **Local Sourcing:** Preference should be given to locally based manufacturers who source their materials locally. This aids in supporting the local economy and reduces embodied carbon associated with transporting materials from source to factory and factory to site.
- **Insulation:** All insulation selected should be free of HCFCs which is a blowing agent that destroys the Earth's ozone layer.
- **Refrigerant:** Where air-conditioning systems and heat pumps are installed, the refrigerant used in the system must be free of Ozone Depleting Potential (ODP) gases which are harmful to the ozone layer.

- **Ventilation Rates legionella:** If using a large, centralised chiller for your air-conditioning, the chiller should avoid using water-based heat rejection. Not only does this consume large quantities of water, but it also poses the risk of generating legionella in the air distribution.
- **Electrical Lighting Design:** The lighting level provided in the building will be suitable for the performance of the tenant. The lighting levels should be kept within 10W/m². Please refer to the retail specific list.
- **Commissioning Clauses:** All systems installed (air conditioning, heating, hot water, lights and switching, sanitary fittings & fixtures) shall be fully commissioned, and the confirmation checklist, compiled and commissioned in accordance with CIBSE, shall be provided to the Landlord.

2. GENERAL / DESIGN APPROVAL PROCEDURE

Flanagan & Gerard has been appointed by the Landlord as Tenant Co-ordinator for Boardwalk Mall. They will attend to all communication required between the Tenant, Design and Construction teams. All design submissions are to be sent to Flanagan & Gerard.

The Tenant must obtain design approval BEFORE any physical work commences in the shop. No deviation from the approved design shall be permitted unless written approval has been obtained from the Tenant co-ordinator.

All Tenant drawings shall as a minimum:

- Be fully dimensioned with dimensions related to Structural Grid Lines
- Have the shop number indicated on the drawings
- Have a Tenant's designer title block, indicating a drawing number and date
- Show revisions numbered, dated and noted
- Show levels, height and dimensions, which must be checked on site

VERY IMPORTANT: Drawings are to be submitted to meet the relevant programme dates as outlined by the tenant coordinator in the welcome pack email. After the Landlord has accepted the Tenant's "Offer to Lease" the Tenant installation process commences. Flanagan & Gerard will issue the design information to the Tenant.

2.1. BASE BUILDING DRAWINGS / DRAWING PACK

Each tenant will receive a Base building drawing (Welcome pack) consisting of the following:

- Tenant Criteria Document (which forms part of the Offer to Lease and which was issued to the Tenant prior to signature thereof)
- Base building plan, shop floor plans at a suitable scale which will be an extract from the architect's working drawings and as such a working document to the extent where changes might still occur during the building process
- Shop standard services plan to match floor plan scale
- A typical shop front section
- Shop front elevations showing shop front and Mall bulkhead heights and signage position
- Plans will indicate preferred zones or positions of extract canopies, plumbing and other special services.
- Overall leasing plan
- Drawings will be submitted in AutoCAD (DWG) format and PDF format.

2.2. TENANT DRAWINGS (SUBMISSION REQUIREMENTS)

The Tenant shall ensure that all designs submissions and revisions are complete and issued for approval strictly within the time allowed in this manual.

2.2.1. CONCEPT DRAWINGS

After receipt of the Base building drawings issued by the Principal Architects, MDS Architecture, the Tenant shall, **within 21 (twenty-one) calendar days** submit the shop design for approval / comment / review. **Late information from the tenant will result in penalty charges as well as reduction in the beneficial occupation period when deemed necessary.**

The Tenant shall submit to the Tenant Co-ordinator via e-mail and AutoCAD copy of the Tenant's Shop Design drawings and the same drawing in PDF format, showing the intended design of the store, which shall include, but not be limited to the following:

- **Floor Plans:** Showing store perimeter walls, shop front positions, interior partitions, doors, sales and storage area, major display elements and till points.
- **Reflected Ceiling plans:** Indicating ceiling heights, bulkheads heights and positions, light fitting positions and detail pertaining to specialist air extraction requirements. Ceilings to comply with new SANS 10400-T:2020 4.13 (non-combustible materials)
- **Shop front elevations and signage:** Detail pertaining to the design including a detail section showing the shop front and signage relative to the mall bulkhead, framing and finishing details.
- **Sections:** Through both the length and the width of the shop indicating ceiling / bulkhead heights, wall elevations, finishes, display fixtures etc.
- **Coloured perspectives and/or photographs:** To fully illustrate the exterior shop front and interior design.
- **Electrical:** Plan showing plug positions, cable reticulation, anticipated loadings (wattages of equipment and lighting), equipment schedule with power requirements, distribution board specifications, circuit breaker details.
- **Mechanical:** Plans and details of all mechanical equipment such as, AC grillers and outlets, ventilation equipment, extractor canopies, AC units, piping, ducting etc., if the tenant will be responsible for this installation.

Upon receipt of the Tenant's proposals, the Design Review Team shall scrutinise these and either approve the design or list queries and comments on designs that do not comply.

In the event that the proposals are returned to the Tenant without the Landlord's approval, then the proposals shall be revised within 7 calendar days to parameters described and resubmitted. If the Tenant fails to do so, such failure shall constitute breach of lease.

2.2.2. WORKING / CONSTRUCTION DRAWINGS

Once the Design Review Team has approved the Tenants preliminary design the Tenant shall update the drawings and include all detail required for construction purposes. The Tenant must submit the drawings in AutoCAD and PDF format.

The Design Review Team, upon receipt of the Tenant's working drawings, will inspect them and comment. In the event that the proposal is returned to the Tenant without the Design Review Team's approval, then the proposal shall be revised within 3 days of receipt by the Tenant. If the Tenant fails to do so, such failure shall constitute breach of lease.

Once the Tenant's proposal is approved and the Tenant costing agreed, the Landlord's Architects would prepare the Base building drawing indicating all work to be carried out by the Main Contractor. Flanagan & Gerard will issue 'Scope of Works' for Tenants approval, which approval must be signed off within the forth coming 3 working days. If the Tenant fails to do so, such failure shall constitute breach of lease.

2.2.3. REQUIRED ITEMS AT SCALE 1:100 MINIMUM

Floor Plans: Showing store perimeter walls, shopfront positions, interior partitions, doors, sales and storage area, major display elements and till points.

Reflected Ceiling plans: Indicating ceiling heights, bulkheads heights and positions, light fitting positions and detail pertaining to specialist air extraction requirements.

Shop front elevations and signage: Detail pertaining to the design including a detail section showing the shop front and signage relative to the mall bulkhead, framing and finishing details.

Sections: Through both the length and the width of the shop indicating ceiling / bulkhead heights, wall elevations, finishes, display fixtures etc.

Structural details: Engineer's design and details for any structural elements

Plumbing: layout showing water reticulation and drainage. Tenant drawings must comply with the requirements of SABS 10400 in terms of drawing convention. The drainage pipes must be indicated as "bold" solid lines, indicating levels, falls, pipe sizes, cleaning access points and ventilation. Water pipes must be indicated as per SABS 0252 with pipe routes, pipe sizes, pipe material, etc

Gas: indicate position of gas supply points, if required and provide details of special connections, if any. Local fire approval required by tenant.

Waterproofing: Details to all wet areas. Note that the Landlord will install the waterproofing on behalf of the Tenant, but for the Tenants account.

Electrical: Plan showing plug positions, cable reticulation, anticipated loadings, equipment schedule with power requirements, distribution board specifications, circuit breaker details.

Smoke extraction: if required

Signage details: Technical signage drawings indicating the size of letters, materials, colours, finishes, mounting brackets and method of illumination etc.

Mechanical: Plans and details of all mechanical equipment such as, AC grillers and outlets, ventilation equipment, extractor canopies, AC units, piping, ducting etc., if the tenant will be responsible for this installation.

Ventilation: if required

3. TECHNICAL CRITERIA

3.1. SHOPFRONT

Shopfronts are required to be of the latest contemporary design methods and highest quality materials to the approval of the landlord's Architect and the landlord's design review team:

- The concept for Boardwalk Mall is to develop a "street scene" with individually designed shop fronts that will enhance the "exclusivity" of the mall and creatively and distinctly announce the store itself.
- The landlord's architects, MDS Architecture, will provide a conceptual design of a shop front design applicable to each store, which is to be used as a guide by the tenant's design team, who are to provide the landlord's design review team a final design for approval.
- Unless otherwise requested and approved by the landlord, the standard shopfront opening height will be 3.6m high.
- All shopfronts to be supplied and fitted by the landlord. If agreed to by the landlord, the tenant may supply and fit their own shop fronts which will be subject to the approval by the landlord's design review team prior to installation.
- The landlord's contribution towards the glazed portion of the shop front cost is R4860 per linear metre (excluding VAT). The balance of the cost for the total shop front elevation as designed by MDS Architecture, is to be agreed between the landlord and the tenant.
- Having regard for Nationals / Major Tenants and other specialised tenants, the following are some basic guidelines:
 - Note that the use of natural anodized aluminium for shop front frames is not permitted.

- The bulkhead (if any) over and external to the shopfront will be to the interior Architect's design and no modification will be allowed unless agreed to between the landlord and the tenant.
- A head fixing rail (support) for the shopfront will be provided along the line indicated on the layout drawings and any additional supports required for the shopfront shall be for the Tenants account.
- If the Tenant wishes to move his shopfront back from the lease line for any reason such as an Ingo for a door, the mall floor, wall and ceiling finishes shall be continued into such a recess and the cost thereof shall be for the Tenant's own account
- Note that at no time may promotional posters be attached to the shop front glazing. No decals/ sand blasting will be allowed without the written approval from the Design Review Team.
- No door is to protrude beyond the lease line in any circumstance.
- The shopfront line is not necessarily the lease line.
- Type and specification of the ironmongery and locks for shop front doors are to be agreed between the landlord's design team and the tenant.

3.2. DOOR LOCKS AND KEYS (REAR)

Where rear doors are required by the local authority for fire escape purposes, these will be solid doors lined externally with 3mm unpainted galvanized metal sheet and fitted with a push bar and a standard knob cylinder lockset only. Any cost as a result of alteration to the position shown on the layout drawing will be charged prior to the tenant taking early occupation. No additional locking devices are permitted.

3.3. MERCHANDISING

One of the most overlooked, yet most vital elements of the 'total' experience of the store design is the display and merchandising areas. The ability to create exciting and creative merchandising displays is what will enable the tenant to draw new visitors into their shops. Lighting forms an integral part of the experience and Tenants should employ a specialist in this regard.

3.4. FLOORS

A power floated concrete floor surface will be provided. No cost allowances will be given to the Tenants for floor finishes within the shops. Saw-cut and movement joints in the floor must be maintained through the tenant's floor finish and shopfitting. No chasing or coring will be permitted without the structural engineer's approval via the Tenant co-ordinator. Note: The level of the finished shop floor is to be level with the finished floor level of the mall. Should a tenant be on a suspended slab and have an expansion joint inside his leased premises, the landlord will provide a heavy duty migua joint or similar to be installed as part of the finish installation. The cost will be for the tenant's account. Refer to tenant costs section at the back of the document.

Emphasis must be given to floor designs within all zones of the shop. Hard surfacing materials such as terrazzo, epoxy screed, coloured screed, engineered timber floor, marbles, granites, natural stones and porcelain tiles are recommended. Interior finished floor levels of all shops to be level with finished mall floors.

Tenants to note that domestic grade material will not be approved. The Tenant is to note that if a safe or any other heavy object (including brick walls, raised floors, heavy merchandise etc.) needs to be installed, permission for such must be obtained in writing from the Landlord. Approval will be subject to the decision of the Landlord's Structural Engineer.

Tenants are to note that applied working loads should not exceed the following limits:

Imposed Loads on Floors	Max of 400kg/m ² to 700kg/m ² (Refer to note below)
Light weight partitions	Max of 100kg/m ²
Ceilings and Slab mounted services	Max of 50kg/m ²
Floor Finishes	Max of 100kg/m ²
Brick Partitions	Max of 300kg/m ² (Refer to note below)

The maximum allowable imposed loading allowance of 700kg/m^2 (above), will apply if no brick partitioning walls are provided. Brick walls (up to a maximum average distribution loading of 300kg/m^2) are permitted, however the imposed loading allowances must be reduced accordingly such that the total loading (imposed flush brick walls) does not exceed 700kg/m^2

Suspended floor slabs and surface beds have been designed in accordance with all relevant South African National Standards. Unless otherwise indicated, the floor-flatness specification is SANS 1200 G, **Degree of Accuracy 2** (normal good work). This allows for a maximum deviation of 5mm, when measured with a 3m long straight-edge, In addition, deformation and deflections of suspended floor slabs are governed by limits set out in SANS 10160-1:2009 (Basis of structural design and actions for buildings and industrial structures: Part 1: Basis of structural design)

3.5. WALLS

The store perimeter walls will be either brickwork, drywall or a combination of both as indicated on the Landlord's Base building drawings for each shop as issued by the Landlords Tenant Coordinator to the Tenant. Perimeter walls will be 3655mm high when there is a ceiling and full height when there is no ceiling. Perimeter walls shall have 1 (one) coat smooth plaster and 1 (one) coat of white paint primer up to a height of 3655mm when there is a ceiling and full height when there is no ceiling. Free-standing internal columns not to be painted or plastered.

Perimeter dry walls will generally be gypsum drywall "Rhino-Drywall System No 7 partitions with taped and flush finished joints, finished with 1 (one) coat of white paint primer.

All restaurant and fast food preparation stores perimeter walls must be fire walls, built to underside of soffit. All services passing through the wall must be fire sealed and /or fitted with fire dampers as applicable to service.

TENANTS MAY NOT UTILSE ANY GYPSUM DEMISING WALLS INSTALLED BY THE LANDLORD FOR THE SUPPORT OF ANY SHELVES, FITTINGS, ETC.

3.6. FINISHES

- The use of plastic laminates and Formica is not permitted within the shop front display zone.
- No finished pressed hardboard, plywood, pegboard is permitted
- Door closers are not permitted inside of all doors.
- Only low VOC (volatile organic compound), paints, varnishes, primers, coatings and sealants may be used.
- Only low VOC carpets (including backing and underlay) may be used.
- Tenants are encouraged to use sustainable timber with low formaldehyde compounds for composite and/or laminated timber products.

3.7. CEILINGS / SOFFIT FINISH

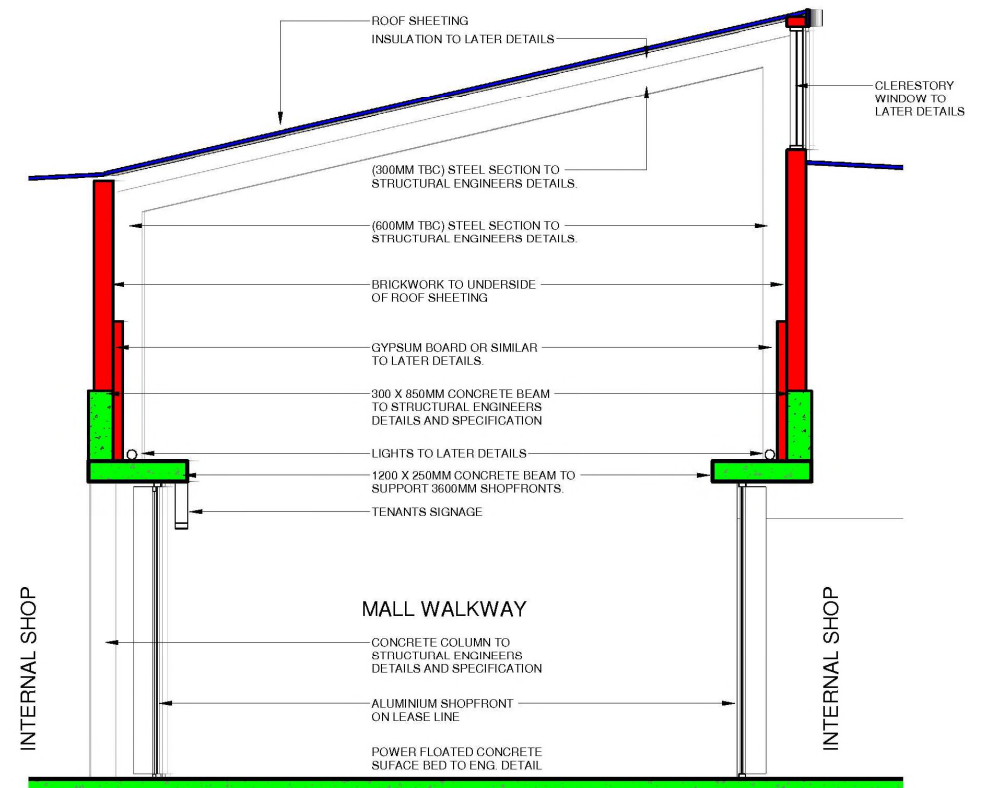
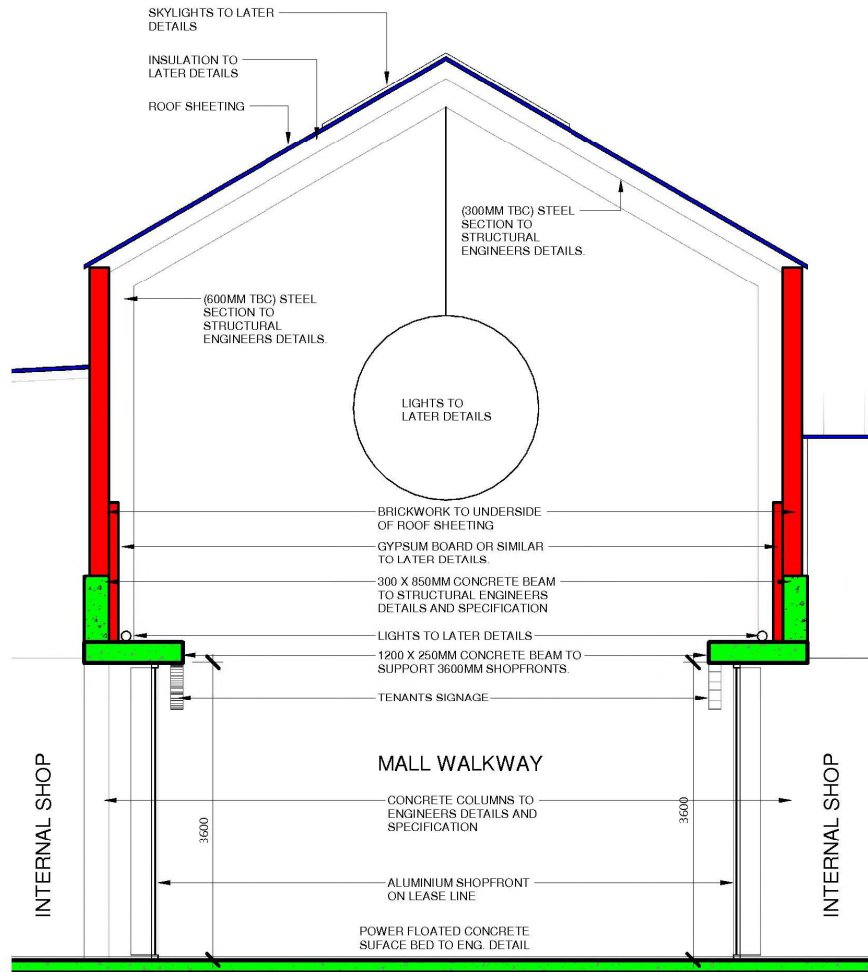
As part of the look and feel for the Boardwalk, the landlord wants to discourage the use of ceilings in leased premises as far as possible. If ceilings are part of a tenant's corporate identity or operation, the landlord will review the design for approval. Under no circumstances will a grid ceiling be allowed in trading areas of a shop. No ceiling will be thus be provided by the Landlord but will provide an exposed soffit (soft roof or concrete). An allowance of R100 /m² will be credited to the Tenant's account to use towards finishing the soffit to the approval of the design review committee.

Please note that all shops will have a design control concrete beam that extends 900mm into the shop or as indicated on the base building drawing. The allowance will thus apply on the nett area only and not on the complete shop's GLA.

The Landlord will close the opening above the design control beam behind each shopfront to the underside of the soffit in the event that there is no ceiling.

The following are some guidelines:

- Open ceilings –paint finishes to services, roof insulation or underside of concrete slab with all suitable material to be approved by the design review team.
- Bulkheads and floating bulkheads will be allowed but at a height that is subject to approval from the Design Review Team (between 3300mm AFFL to 4500mm AFFL)
- Back of house areas to any fast food, restaurant and food prep areas will still be permitted to have ceilings in line with Environmental Health Legislation.
- See image below for Typical Section through shopfronts at Boardwalk Mall.



3.8. EXTERNAL/OUTSIDE SEATING AREAS (RESTAURANTS & FAST FOOD)

Should an external seating area be applicable, a drawing of the defined area will be attached to the Offer to Lease. The shopfront closure line will be as per landlord base building drawing.

The outdoor seating is to be provided by the Tenant at his cost notwithstanding that it will form an integral portion of the overall development. Whilst the Landlord will take cognizance of the Tenant's wishes, the design of the outdoor area shall conform strictly in accordance with the Landlords requirements. All outdoor seating proposals, including the seating arrangement and materials must be submitted to the Tenant Coordinator and approved by the Landlord whose decision shall be final and binding on all parties.

Where external seating is applicable, please note the following:

3.8.1. **AWNINGS AND UMBRELLAS:** Open sided, aluminium or similar approved single post umbrellas will only be considered.

Umbrellas should not obscure adjacent shopfronts or tenants and one should be able to see into the building through the outdoor seating from the street.

Awnings and umbrella structures need to be securely fixed and strong enough to handle wind to ensure safety for both users and general public.

NO UMBRELLAS AND/OR SEATING ARRANGEMENT SHOULD IN ANY WAY BLOCK THE EASY PASSAGE OF PEDESTRIANS AND/OR DESIGNATED PEDESTRIAN PATHS AND EVACUATION ROUTES ARE TO BE KEPT OPEN AT ALL TIMES.

Specifications and finishes for umbrellas to be submitted for Design Committee approval.

3.8.2. **BALUSTRADING:** Specifications and finishes for all balustrading and handrails to be submitted for Landlord approval.

3.8.3. **DEFINED AREA:** It is the tenants' responsibility to ensure that all their external fixtures and furniture are confined to the defined area or Landlord generic where applicable.

3.8.4. **EXTERNAL FURNITURE AND FIXTURES:** Specifications and finishes for all external furniture and fixtures to be submitted for Landlord approval.

3.8.5. **FLOOR FINISHES:** Floor finishes to be submitted for Landlord approval.

3.8.6. **PLANTERS:** Specifications and finishes for planters to be submitted for design review committee approval.

3.8.7. **LIGHTING:** By tenant. Specifications and finishes for lighting to be submitted for design review committee approval.

3.8.8. KIDS PLAY AREAS: Position, specifications and finishes to be submitted for design review committee approval.

3.9. NOISE

All electrical and mechanical installations must be designed to acceptable levels or could be subject to an as-built acoustics report prior to any occupation certificate being issued by the local Council. All installations must be submitted and brought to the attention of the project architect and consultant team. All costs to rectify the situation would be for the tenants account. All equipment must be designed and installed in such a manner as to be compliant with latest addition SANS 10103 – The measurement and rating of environmental noise with respect to annoyance and to speech communication.

3.10. ELECTRICAL

3.10.1. DISTRIBUTION BOARD

Line shop Tenants will be provided with a standard surface mounted DB which will be wall mounted at the back of the shop. The DB will be equipped with a main switch and enough circuit breakers to supply the tenant allowance items. The following guideline will apply:

- Shops 0m² to 200m² 60A, 3-Phase DB (No emergency) Type 1 DB
- Shops 201m² to 400m² 80A, 3-Phase DB (No emergency) Type 2 DB
- Shops >400m² Custom DB designed by landlord's electrical engineer (No emergency)
- Fast Food Outlets 100A, 3-Phase DB (50A normal, 50A emergency) Type 3 DB
- Restaurants 150A, 3-Phase DB (80A normal, 80A emergency) Type 4 DB
- Hairdressers 80A, 3-Phase DB (40A normal, 40A emergency) Type 5 DB

Should the Tenant wish to relocate or upgrade the distribution board, all cost incurred due to the upgrade or relocation will be a Tenant cost item. Electrical usage will be charged from the date of Beneficial Occupation. Distribution board equipment will be rated for a minimum fault level of 6kA in a cascading system.

3.10.2. LIGHTING

No lighting will be provided by the landlord. The tenant is to design, supply and install their own illumination system to the balance of the shop. A lighting allowance will be provided by the landlord. Refer to Tenant allowances.

3.10.3. SOCKET OUTLETS

One 15-amp 3 pin combo (SANS 164-2) socket outlet will be installed next to the distribution board. An additional 15-amp 3 pin combo (SANS 164-2) socket outlet will be allocated per 30m²

3.10.4. SIGNAGE POINT

One electrical signage point (230 Volt, 10 amps maximum) will be provided in the Mall Bulkhead. The use of LED lighting is preferred and recommended. NO neon lighting will be permitted.

3.10.5. GEYSER OUTLET

No geyser outlets will be provided. If a tenant requires hot water, the size, capacity and electrical requirements need to be agreed with the design review team and the electrical consultant. Water heating must comply with SANS 10400: Part XA where 50% of water heating must be provided by non-resistive electrical heating i.e. heat pumps, etc. (also refer to 3.9.9)

3.10.6. AIR CONDITIONING POWER

Power required for any dedicated air conditioning units and extract / makeup canopy fans within the shop will be fed from the Tenants own distribution board. This will be for the Tenants account.

3.10.7. GENERATOR BACK-UP POWER SUPPLY

All shops will be provided with back-up power (excluding HVAC), to enable minimum operation in the event of a power failure. Restaurants and fast-food outlets kitchen extraction systems will however be connected to the backup power supply. Items that can be connected to standby power will be advised by the electrical engineer upon receipt of a detailed equipment and load schedule from the tenant.

The maximum load allowed will be as per DB schedule in clause 3.10.1. Should the tenant require additional emergency backup supply, it will for his account. Tenants are encouraged to use gas as far as possible. The gas installation must comply to SANS 10087 and local Authorities By – laws. Approval and registration with the fire department is required prior to use/installation of gas.

Note: Tenants will be required to contribute to the cost of the diesel fuel for standby generators used during electricity supply disruptions, as and when they occur.

Should the tenant elect to install his own backup generator, the tenant coordinator will provide an approved position.

3.10.8. ELECTRICAL CERTIFICATE OF COMPLIANCE

It is compulsory that an electrical certificate of compliance for all and any work undertaken by the Tenant's electrical contractor to be given to the landlord upon completion of the electrical installation. This is to be done before trading commences.

3.10.9. ENERGY EFFICIENT COMPLIANCE CERTIFICATE

- All installations requiring energy and/or electrical power consuming services must comply with the South African Bureau of Standard (SABS) building regulations SANS 204 – 1, 2, & 3. These regulations have been endorsed by the National Energy Regulator of South Africa (NERSA)
- These regulations limit electricity consumption to maximum demand to 85Va/m².
- It is anticipated that in the event of these limits being exceeded by consumers that punitive penalties will be applied to the consumer by the relevant Supply Authorities.
- Each Tenant will be metered separately and shall be responsible for payment of the penalties should these limits be exceeded.
- Furthermore, in the case of Tenants with standard specifications, the cost of changing the lighting and/or air-conditioning specifications to be more energy efficient so as to comply with these limits shall be for the Tenants account.
- Please note the following rule will apply from the date of opening – if the Tenant's Electrical contractor fails to provide an **electrical certificate of compliance** – **power to the shop will be shut off.**

3.10.10. TELEPHONE / DATA / FIBRE

The landlord will provide a telecommunications infrastructure and a drawbox at the back of each shop, next to the DB. Open access fibre will be provided by Openserve and OpenFibre. All applications and internal wiring are the Tenant's responsibility.

Telkom / Openserve PDC reference number: PDC0016063 <https://connect.openserve.co.za/connect/home/fibre>

OpenFibre <https://openfibre.co.za/packages>

3.10.11. SATELLITE DISH ANTENNA CONNECTION POINT

Should a tenant wish to install a satellite dish, the tenant co-ordinator will provide a drawing indicating a position for the dish. Please note that no satellite dishes will be permitted on the roof or where it is visible to customers. If a tenant has installed a satellite dish on the roof and penetrated the roof sheeting the remedial costs and damage cause by leaks will be for the tenant's account.

3.10.12. SECURITY SYSTEMS

- Panic buttons are an optional extra and may be organized through centre management. These will be for the tenant's cost. The panic button will activate a silent alarm at the control room.
- CCTV will only be installed in malls and monitored by the centre management. Any internal security requirements will be for the tenants account.
- No additional security gates or control measures such as mag locks, Trellidoors etc. may be installed without the prior approval of landlord, Fire consultant and design team.

3.10.13. GENERAL

- Display Area lighting shall be on the Tenant's 7 day, 24-hour time clock, to be set by the Landlord in accordance to the operating hours. Hours for operating display lighting and signs shall be determined by Landlord.
- Power consumption will be individually metered for each shop.

3.11. WATER, WASTE AND SOIL DRAINAGE

One stainless steel sink unit, 1200mm long, with one cold water supply will be provided in the position as indicated on the Architect's (Base building drawings.

Should the sink be omitted will be credited to the Tenant's account.

It may not always be possible for the Landlord to provide access and reticulation for waste outlets to the underside of the floor slab for Tenants on the Upper Level in which case an alternative method must be proposed (i.e. raised waterproof floors). All cost associated with the construction thereof will be to the Tenant's cost.

The following will be provided where possible:

- One 22/35mm water supply point at the back of each shop as well as a 110mm drain point will be provided.
- Any reticulation to the underside of the slab must be done by the main building contractor.
- Vent pipes will also be installed where applicable.
- Water meters will be installed for all Tenants. Water used during BO period will be for the Tenant's account.

Tenants to conform to the following specifications inside their shops:

- Tenants are to connect their water and drainage reticulation to these services, as they require to comply with SANS 10400 Part P, SANS 10252 Part 1 & 2 and requirements and local authority bylaws.
- An approved and competent person as required by National Building Regulations shall design the Tenant's internal drainage system
- All materials and fittings are to be clearly specified and detailed for landlord's approval.
- Sanitary Drainage: HDPE / Stainless steel or cast-iron pipes and fittings to be used for kitchens and Preparation areas and PVC for all other installations
- Domestic Water: Copper pipes "class 2" capillary soldered joints. For internal installation Copper Class 1 can be used. For external piping copper class 2 can be used.
- All Restaurants, bars and Coffee shops must provide private in-house Toilet Facilities, over and above the Public Toilet Facilities provided.
- The minimum requirements for these in-house Toilet Facilities to comply with the National Building regulations and comply with the following water saving specifications:
 - Coring through structural elements to accommodate services will be allowed without permission from the Landlord's Structural Engineer
 - Any drainage installation that requires to be installed in ceiling void of the floor below will not be allowed without permission from Landlord
 - Dual flush toilets (3 litre/6 litre flush)
 - Low flush urinals (o.8 litres/flush) or alternatively automated flush system at 1 litre, 4 times per day.

- Low flow bathroom pillar taps not exceeding 6 litres/minute.
- Low flow kitchenette pillar taps not exceeding 6 litres/minute.
- Air-conditioning condensate drains are to be connected to the sink. The connection must be made between the sink outlet, but above the trap, to avoid smells inside the shop.
- Tenant will be responsible for compliance to SANS 10400 and local authority requirements.

3.11.1. GREASE TRAPS

- Tenants are to provide above ground stainless steel grease traps model Herbisch HB-GT-700 or similar approved.
- The Landlords Architects & Wet Services consultant to confirm that such grease trap installation is in accordance with the overall plumbing installation.
- Size of the grease trap to be determined on the flow rate required. This is to be agreed with the tenant coordinator prior to installation.
- Grease traps to be connected to waste pipe drainage system.
- The grease trap ventilation pipe will be installed by the plumber. This route is to be reviewed by the design team and will be for the tenant's account.
- Tenants must maintain and clean these units strictly as required as no grease will be allowed to enter the building's drainage system
- The tenant must submit details of their proposed system to the Design Review Team for approval and must obtain a certificate of approval from the local authorities

3.11.2. FLOOR DRAINS

All Food and Restaurants Tenants are to have floor drains in their Wet Areas. These are to confirm to the following specifications:

- All floor drains must be stainless steel.
- Floor drains must be trapped and rod- able.
- Floor drain covers must have a locking facility.
- All floor drains are to be "ROFO" type with removable sleeves
- All hairdressers will only be allowed to install the following hair traps:
- "Kessel" type of floor drains with hair trap. Supplied by Eurodrain herbish, type of floor drains with hair trap.

3.11.3. WATERPROOFING TO WET AREAS

- All waterproofing and related items to wet area such as kitchen, prep areas, refuse area, water features and/or other wet areas will be undertaken by the Tenant's approved Installation Company for the Tenant's cost.
- All floor areas to be waterproofed and must be Screeded to fall – minimum 1:100
- Waterproofing must be taken at least 100mm up walls above the finished floor level. Where walls are plastered the Membrane must be fixed to the parent structure behind the plaster.

3.12. ADDITIONAL SERVICES AS REQUIRED BY RESTAURANTS, COFFEE SHOPS, FOOD SHOPS and HAIRDRESSERS

- Restaurants must accommodate within their leasable area, a suitably sized refuse room/bin area as well as staff changing facilities. Tenants will be required to do basic refuse sorting on their premises to comply with the waste management system to be prescribed by the tenant.
- All kitchen equipment, sinks, pot sinks, under counter grease traps by tenant
- Condensers for refrigeration – positions to be approved by the Design Review Committee
- All Restaurants, bars and Coffee shops must provide private in-house Toilet Facilities, over and above the Public Toilet Facilities provided. Water saving/efficient fittings are to be used as per clause 3.10.
- The minimum requirements for these in-house Toilet Facilities must comply with the National Building regulations

3.13. MECHANICAL INSTALLATION

3.13.1. Air conditioning & Ventilation Installation

Air Conditioning will be provided to the leased premises.

Smoke ventilation will be provided to all shops larger than 1000m².

The shops shall be serviced by a dedicated or shared central ducted system or split system as decided by the landlord. The inside controlled temperature in the shops shall be maintained at 22°C +/- 2 °C (minimum 20° C and maximum 24°C). The relative humidity shall not be positively controlled.

The following heat load allowances have been allocated for each tenancy:

Line shops:

Lighting:	Large Shops > 500m ² 24w/m ² Small Shops < 500m ² 20w/m ²
Equipment:	5w/m ²
Population density:	1person/6m ²
Fresh Air:	7.5l/sec/person

Restaurants:

Lighting:	20w/m ²
Equipment:	5w/m ²
Population density:	1person/3m ²
Fresh Air:	7.5l/sec/person

Air distribution shall be via ceiling mounted diffusers at a spacing of approximately 1 diffuser per 30m². Should the tenant introduce full height partitions and additional diffusers are required, this extra will be for the tenants account.

Any tenant toilets shall require mechanical ventilation in accordance with the building regulations and will be for the tenants account.

Depending on the type of AC system serving the area, the tenants AC running costs will either be individually metered at their respective electrical distribution board or the running costs of a shared AC plant will be allocated to the tenants on a pro-rate basis, related to lettable areas.

Shops not in a controlled mall and any shop where the double door is left open will have some influence on the air-conditioning system, depending on the external ambient conditions, wind factor, and the size of the shop. Shops are to keep their double door closed as far as possible in order to regulate the air conditioning efficiently.

Extraction Systems for Restaurants & Fast Food Outlets

Food preparation areas will not have a controlled environment; however, some conditioned air will be entrained from the dining areas.

Extract canopies and ducting for extract and make-up air will be installed by the tenant at his expense in accordance with the project mechanical engineer's specification and local building regulations **inside the leased premises**. The positions of plant and the reticulation routes are to be approved by the design team. Note: The landlord will provide the extract ducting system (including fans, fire dampers and electrical requirements) from the store to the outlet above the building **(outside the lease line)**. The cost of this ducting, fans, fire dampers and associated electrical requirements will be for the tenant's account.

Make-up air from the kitchen exhaust canopies will be installed at the tenant's expense to minimize the loss of conditioned air within the tenancy. The canopies and ducting must be maintained by the tenant to comply with health and fire department regulations. **A gas fire suppression system must be installed in all canopies to NFPA 17A standard, this forms part of the tenant's canopy installation and cost. Tenants to provide wet chemical type fire extinguishers and fire blankets at all extraction canopies.**

All extract and make up systems must comply to SANS 1850 latest edition and should be approved by the Architect / Mechanical Consultant before proceeding with the installation.

Food and Beverage Facilities

All pizza ovens are assumed to be electrical and will be treated similar to conventional canopy extract and makeup systems (refer to extraction systems for restaurants). The duct connection between the canopy and extract duct on lease line will be done by the tenant. Wood or gas fired pizza ovens may only be installed with the approval of the landlord, the fire consultant and the design review team.

The electrical power supply for canopy extract systems will be fed from the tenant's distribution board. The reticulation from the fan to the board will be done by the landlord's electrical contractor. The termination into the board as well as the provision of the starters and overload protection will be by the landlord's mechanical contractors for the Tenant's account. All electrical work will require the relevant COC's.

Any additional requirements over and above the allowance and associated costs of other services will be for the Tenant's account.

Restaurants with openable shopfronts, will not achieve the design conditions specified above. Where shopfronts are open the internal temperature within the shop will be closer to the ambient outdoor conditions, than the specified air-conditioned zones.

Smoking areas (within restaurants, etc)

If tenants require smoking areas, they are to comply with the current local council regulations (maximum area 25%, signage etc.) All costs in this regard will be for the tenant's account. All routes and plant positions are to be approved by the design team.

3.14. FIRE REQUIREMENTS

- In designing the interior layouts, tenants shall consider the requirements of the National Building Regulations and rational designs in all respects, and with particular regard to means of escape in case of a fire. Approved locking devices such as Thumb Turn, Panic Bars, Redlam Bolts, etc. must be installed on all fire exit doors and open in the direction of egress and be in compliance with SANS 1253. No obstruction shall be permitted in exits or passageways leading to emergency routes.
- Tenant shall ensure that the combustibility of materials used for partitions, ceilings, floor covering, and wall comply with the relevant sections of the National Building Regulations.
- Tenant separating walls to be in compliance with SANS 10400 - 2020, Part T - 4.8.1.
- Services penetrating fire walls will be adequately sealed off with an approved product giving the required fire rating.
- All wall coverings / finishes will have a "Class 3" rating.
- Floor coverings will have a "Class 3" rating.
- All vertical and overhead horizontal material to be tested and approved in terms of SANS 0177 Part 3 and SANS 428.

3.14.1. FIRE EXTINGUISHERS

The landlord shall provide fire extinguishers in all common areas, shops, malls and toilets as per SANS 10400 - 2011.

The landlord shall provide fire extinguishers in all common areas, at a rate of 2 x 4.5kg per hose reel.

The landlord shall provide 1 x 4,5kg DCP fire extinguishers in all tenant shops (for tenant's cost)

The landlord shall provide 9kg DCP fire extinguishers in all stock rooms / storage areas (for tenant's cost)

All extinguishers to be securely mounted to walls on wooden backing boards and will be in terms of SANS 0105.

Tenants to provide wet chemical type fire extinguishers, fire blankets and the required fire signage at all extraction canopies.

3.14.2. HOSE REELS

The landlord shall provide fire hose reels in all areas greater than 250m² in floor area at a rate of one hose reel for every 500m² or part thereof, common areas, malls and toilets as per SANS 10400 - 2011.

Any additional hose reels installed to accommodate the tenant's layout shall be for the tenant's account.

3.14.3. HYDRANTS

The landlord shall provide fire hydrants in all areas greater than 1 000m² in floor area at a rate of one hydrant for every 1 000m² or part thereof, common areas, malls and toilets as per SANS 10400 - 2011.

3.14.4. SPRINKLER INSTALLATION

The landlord shall provide a sprinkler system in all ceiling and void areas in terms of SANS 10287 and sound engineering practices.

Any additional sprinklers installed to accommodate the tenant's layout shall be for the tenant's account. Allowances for sprinkler protection to Tenant premises has been made; i.e. 1 sprinkler head every 12 m² and is based on a flat ceiling; should the Tenant introduce shop fitting, ceiling features or division walls necessitating any alterations to the standard. The cost thereof will be for the tenants account.

Storage within the tenant's area shall be no higher than 500mm below the sprinkler system. Full height curtains, pelmets, bulkheads, or anything which will may materially alter the pattern of the water from the sprinkler system shall not be permitted unless the design of the sprinklers have taken the "blocking effect" into account.

Tenant's will NOT be allowed to paint any SPRINKLER HEADS

3.14.5. FIRE DETECTION AND ALARM SYSTEM

The landlord shall provide a smoke detection system in all areas in terms of SANS 10400 and SANS 10139.

Any additional smoke detection installed to accommodate the tenant's layout shall be for the tenant's account.

3.14.6. SMOKE CONTROL SYSTEM

The landlord shall provide a smoke extraction / control system in all areas in terms of SANS 10400 and sound engineering practices.

Any additional smoke extraction installed to accommodate the tenant's layout shall be for the tenant's account.

3.14.7. STATUTORY SYMBOLIC SIGNS

The landlord shall provide symbolic signs to indicate all fire equipment and escape routes in all common areas, malls and toilets as per SANS 10400 - 2011 and SANS 1186.

Any additional statutory symbolic signage installed to accommodate the tenant's layout shall be for the tenant's account.

3.14.8. EMERGENCY LIGHTING

The landlord shall provide emergency lights to indicate escape routes in all areas, as per SANS 10400 - 2011 and SANS 10114 / 1464.

Any additional emergency lights installed to accommodate the tenant's layout shall be for the tenant's account.

3.14.9. MAINTENANCE OF FIRE FIGHTING AND PROTECTION EQUIPMENT

The tenant shall keep available for inspection by the Local Authority a record of the maintenance of all firefighting equipment and protection equipment within their own tenant area.

3.14.10. FIRE PROTECTION TO KITCHEN EXTRACTION AND VENTILATION

The tenant shall provide kitchen extraction and ventilation systems as per SANS 1850 – 2014 at his cost.

A gas fire suppression system is encouraged to be installed in all oil frying canopies to NFPA 17A standard, this forms part of the tenant's canopy installation and cost. Tenants to provide wet chemical type fire extinguishers, fire blankets, regulated thermostats and a letter from insurance as a minimum.

3.15. GAS

- Central gas reticulation system to be provided by the Developer. The onus will be on the tenant to sign a contract with AFROX (details provided below).
- The Tenant shall be responsible for submitting all necessary drawings to the Tenant co-ordinator, Local Authorities and Licensing Authorities for purposes of obtaining approvals and shall be responsible for acquiring all necessary approvals. Gas usage is recommended by the Developer as a substitute for electricity

- Restaurants with access to the open square will be provided with one gas connection point in the kitchen and one gas point on the square (positions to be agreed with the Architect and tenant coordinator).
- Any tenant installed systems containing refrigerant gasses, shall contain refrigerant gasses with an ozone depleting potential (ODP) of zero.
- The tenant must also obtain Registration Certificate from the fire department for use of gas on premises.
- No individual or free-standing gas bottles will be allowed on the premises.

AFROX CONTACT PERSON:

Wayne Young | Segmented Sales Manager Bulk End Users | Port Elizabeth
Tel: +27 (0) 41 4861200 | Fax: +27 (0) 41 4861081 | Cell: +27 (0) 79 5217481
Email: wayne.young@afrox.linde.com

4. SIGNAGE CRITERIA

4.1. INTERNAL DESIGN CRITERIA

The landlord's mall Architect, MDS Architecture, will be responsible for the overall design coordination of the signage for all shops in the retail centre.

The following general guidelines will apply:

- It is recommended that signage be incorporated as an integrally designed element of the shop front and Tenants are advised to consider this in conjunction with their shop designs prior to submitting their signage for approval.
- The tenant is required to utilize the latest contemporary design methods and materials to creatively and distinctively announce their shop front. The expression of innovative and theatrical signage types is highly recommended.
- One identification sign is allowed to each shop front elevation.
- Tenants are responsible for the design, manufacture, installation and maintenance of signs. All signs to be manufactured, installed and maintained at tenant's own expense.
- Signs should be seen as integral parts of the overall shopfront design, backing boards with letters affixed to it will NOT be permitted as a sign.
- Signs may be floated within the shop space behind the shop front OR integrated into the shopfront.

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- All signs must be illuminated. LED instead of Neon. NO Neon is permitted.
- Signs must be constructed of individual letters only. (No backing boards and/or light boxes permitted).
- The maximum height of the letters used is set at 550 mm. Lettering bigger than this will NOT be permitted. In the case of a shop name upper and lower-case letters the height of the lettering is to be determined by the Tenant within these parameters
- Tenant signs will be limited to Tenant's trade name as approved in the lease and no additional description such as the type of business or trading hours will be permitted.
- The use of a crest, logo or other established corporate insignia is encouraged.
- The colour and/or finish of the shop front bulkhead is to be confirmed by the project architect or the mall interior architect.
- All fixings, wiring and transformers must be concealed from the public view, all attachment's, fitting clips, transformers, lamps, tubes and other mechanisms for signage must be concealed.
- If backlit individual letters are used for the shop front sign, the rear of each letter shall project no more than 50mm from the vertical face of the shop front bulkhead.
- The side of the letter needs to return a minimum of 20mm so that the light fitting is concealed.

4.2. SIGNS, COMPONENTS AND DEVICES NOT PERMITTED

- Flat boxed or cabinet type signs.
- Cloth, paper, cardboard and similar stickers or decals around or on surfaces on the exterior of the closure line
- Noise generating signs
- Moving, rotating or flashing signs
- Temporary signs on the shop front, such as 'Special Offer', 'Sales' etc. are specifically prohibited
- All attachment devices, wiring, clips, transformers, lamps, tubes and other mechanisms required for all signs will be concealed.
- Non – illuminated signs are NOT permitted

4.3. EXTERNAL FACADE SIGNAGE

The following general guidelines will apply:

- Where permitted by the landlord in terms of the relevant lease agreement signage is to be illuminated individual letters and be constructed in a suitable external quality material with returns at 50mm thick.
- External signage to be illuminated in accordance with NERSA requirements.
- All signage must be approved prior to installation and correctly positioned as per the architect's layouts. Sizes must be submitted timeously to allow adequate co-ordination
- Only Tenants who's GLA is over 600m² will be permitted external facade signage. The landlord's Architect will provide drawings indicating the pre-determined positions of external signage for such tenants. All external signage to be provided with electrical lighting.
- The size of the signs will be as per the Landlords Architects elevations drawings. Generally, the maximum height of signs will be 1000mm for anchor Tenants and 750mm for National Tenants.
- All signage not positioned correctly must be removed at the Tenants cost. Secondary signage panels will be located at or near the main entrances.
- Tenants are to apply for their own approvals of external signage from the local authority if so required.

5. BENEFICIAL OCCUPATION / HANDOVER

5.1. TENANT COSTING

- Once design approval has been obtained (ref to clause 1) a copy of the approved Tenant's drawings as well as the completed "Scope of Works" sheet will be submitted by the Tenant Co-ordinator to the Project Quantity Surveyor for costing.
- The estimated cost will detail all items of work to be undertaken by the Main Contractor on the Tenant's behalf and will be based on rates agreed with the contractor and his sub-contractors employed on the project. This will also include such additional items as escalation, professional fees, finance charges, etc., as necessary.

- Prior to the shop being handed over to the tenant for early occupation for the purposes of completing his installation the tenant, in the event that the costs are greater than any credits, the Tenant will be invoiced for the estimated extras and payment must immediately be made to the landlord
- The shop will not be handed over for beneficial occupation if these costs have not been signed off or paid to the landlord.
- If the cost indicates a credit due to the Tenant by the Landlord, then this allowance will be paid over to the Tenant once invoiced. No payments will be made without fully signed leases, deposits and guarantees.
- As soon as is practical after the opening of the mall a reconciliation of the actual final costs and credits will be prepared by the Quantity Surveyor and an invoice or credit note issued thereafter.

5.2. HANDOVER (ACCESS TO LEASE PREMISES FOR SHOPFITTING) & MERCHANDISING

- Handover of the site to the tenant will take place on the early occupation date indicated in the lease agreement, provided all the design submissions have been approved by the landlord and the permission to commence shop fitting on site has been granted. There is no guarantee given or implied that the Tenant will have unrestricted, uninterrupted access to the premises either via the entrance door or back door (if applicable) during this period.
- The Tenant hereby acknowledges that he is aware the project has been programmed to complete the various shops on a phased basis prior to the opening date of the centre for all Tenants to complete their shop fitting and merchandising by the opening date. The contractor is only obliged to complete the balance of the mall by the opening date and will therefore be working in all areas not handed over to the Tenants
- On the date of hand over the tenant coordinator and the tenant will inspect the premises for any defects. A list of any defects will be issued to the Main Contractor, Consultants and Tenant. The tenant shall allow the contractor reasonable access for the work on the defects list to be carried out during the early occupation period.
- At this inspection tenant co-ordinator will establish the modus operandi for access to the premises for the tenant workmen and deliveries this modus operandi is to be strictly adhered to always.
- The Tenant is to carry out his internal construction work in strict accordance with the approved submission and construction may only proceed after the Tenant has submitted the following:

- **Proof of submission or approval of drawings submitted to the Local Authority and Fire Department**
 - **A construction programme indicating start and completion dates for their work**
 - **A signed copy of the Main Contractors Obligation letter**
 - **Health and Safety rules and documentation for shopfitting within the Tenant Premises**
 - **Tenant Lease must be signed**
 - **Tenant Lease deposit must be paid**
 - **Tenant account has been signed (if applicable)**
 - **Tenant's insurance is in place from the day of handover. (Risk passes on handover date)**
- Note that any desire or necessity to deviate from the approved design must first be approved by the Design Review Team. The Landlord reserves the right to suspend the works if they are not being constructed in accordance with the approved drawings.
 - During the shopfitting and merchandising period the tenant is to dispose of any builder's rubble or waste in a designated skip. The location of this skip and the route there too will be pointed out at handover by the tenant coordinator. Under no circumstances whatsoever is the tenant to dump any rubbish anywhere other than in the designated skip. To provide this essential service, the landlord will levy a compulsory charge of R20/m² of lettable area which amount will be included in the Quantity Surveyor costings. The landlord reserves the right to increase this charge should the tenant be found abusing this service
 - The Tenant Co-ordinator will liaise with the Tenant regarding Beneficial Occupation dates of his premises. Under no circumstances will pre-opening parties / functions be allowed. Individuals that do not adhere to the rules will be escorted off the mall premises.

5.3. PROGRAMME AND DELAYS (TENANT OBLIGATIONS)

- The Tenant is expected to commence his shopfitting immediately after handover (and not later than 72 hours) of the premises in order to meet his opening dates and determined in the lease documentation. Late opening will result in penalties in terms of the offer to lease document.
- All stores must have the following construction activities completed by no later than 10 days prior to centre opening. (Brickwork, ceilings, lighting, & internal partitions) in order for the services to be tested timeously.

- All shopfitting items (counters, shelving etc.) must be delivered and installed 5 days prior to centre opening.
- All stock deliveries must take place no later than 2 days prior to centre opening.

5.4. COUNCIL SUBMISSION AND OCCUPATION CERTIFICATES

- It is the Tenant's responsibility to ensure that the Premises are in compliance with all applicable governing codes or ordinances for their occupancy type. (SANS 10400 National Building Regulations and applicable local by-laws)
- The Tenant shall be responsible for submitting all necessary drawings to any Local Authorities and Licensing Authorities for purposes of obtaining approvals and shall be responsible for acquiring all necessary approvals, trading licenses, signage approvals and any other permits necessary for the conduct of his business on the premises. The Tenants' layouts must indicate all escape routes, fire fighting equipment, fire signage, health, and sanitary requirements. These must be submitted to the local authority for approval prior to handover of the shop to the Tenant.
- Plans must be approved by the local authority and the fire department before trading commences. Proof of approved plans need to be issued to the tenant coordinator. The Landlord reserves the right to stop the tenant from trading if the tenant fails to comply with regulations
- It is the Tenants responsibility to obtain an Occupation Certificate for their shop. Please be advised that shops will not be allowed to trade without the relevant proof of council submission and Occupation Certificates. The cost of submitting drawings and obtaining an occupation certificate is for the tenant's account.
- **It is imperative that the tenant employ a SACAP registered architect / interior designer** for their council submission plans, as it will not be accepted by the local authority otherwise.

5.5. GENERAL IN REGARD TO THE PERIOD OF SHOPFITTING & MERCHANDISING

- Tenants are reminded that insurance cover for the construction works does not cover the tenant inter alia, for shop fitting, merchandising, special installations, plant, equipment, workmen's plant and equipment or anything else which is not normally insurable as part of the building, and the tenant is hereby advised to arrange his own insurance in this regard

- The Tenant is to take note that under no circumstances will he be allowed to extend his shop fitting or merchandising operations beyond the area of his leased premises
- Tenants are to note no dumping of rubbish on site is allowed. All refuse must be taken off site by the responsible contractor or sub-contractor and dumped in the demarcated areas as indicated by the Main Contractor on site.

5.6. REGULATIONS GOVERNING TENANT WORKS ON SITE

- in order to expedite the completion of Tenant shops with the least amount of inconvenience to all concerned, the following rules and regulations will be applicable to all. These regulations will be strictly enforced to ensure no interruption by Tenant contractors to other businesses, public malls or safety:
- The Tenant is to note that all risks within the leased premises will be the Tenants responsibility from the date of beneficial occupation.
- The Tenant will be entirely responsible for the security over the leased premises during the construction and fixture fitting period and shall take all necessary steps to secure the same. The Landlord shall have no liability for any loss or damage, including theft of building materials, equipment or supplies.
- Tenant contractors and suppliers will be subject to restrictions, which may be imposed by the Landlord with regard to hours of work, scheduling and co-ordination of work. Work will be controlled by the Tenant Co-ordinator and Main Contractor.
- It is the responsibility of the Tenant to ensure that his contractor exercises all caution in matters relating to public and construction safety. The Landlord may, from time to time, issue instructions to a Tenant's contractor in this regard and these instructions must be strictly adhered to. All Tenants and Tenants contractors are to comply with the Main Contractor's health and safety regulations and inductions.
- It is the Tenant's sole responsibility to protect all work within his leased premises and to protect all centre works and finishes that may be affected by construction within these premises. All work and construction materials must be confined within the limits of the leased premises. Any deliveries to the leased premises across the finished mall floor must be made on dollies with rubber tyres. Due care for all other finished surfaces must, likewise, be exercised.
- Any centre works damaged by the Tenant's contractor shall be made good at the Tenant's cost. This work will be carried out by the landlord's contractor and charged for at a rate determined by the Quantity Surveyor.

- Access to the leased premises for both construction personnel and materials shall be restricted to such entrances and services corridors as shall be designated for each Tenant's use prior to commencement of construction. The Tenant must consult with the Main Contractor to obtain entrance locations and timing of material deliveries.
- The Tenant must take out all necessary insurances for the insurance of the works, accidental injury or death of workers, public liability
- No instructions may be given by the Tenant to the Main Contractor. Requests can be made via the Tenant Co-ordinator, if this is deemed necessary.
- It is the responsibility of the Tenant to arrange for the removal of all construction rubble from his leased
- The Tenant shall maintain a suitable portable fire extinguisher at all times during construction in compliance with the Local Authority
- The Tenant must take out all necessary insurances for the insurance of the works, accidental injury or death of workers, public liability

5.7. OBSERVE LAWS (OCCUPATIONAL HEALTH & SAFETY)

- The tenant assumes full control of the Premises for purposes of the Occupational Health and Safety Act No. 85, as amended ("the OHS" Act"), on delivery of the Practical Completion Certificate. The Tenant hereby indemnifies the Landlord against any claims arising from the Tenant's non-compliance with the OHS Act in respect of the Premises from such date. Moreover, the Tenant shall be liable for all damages, costs and expenses arising from the Tenant's aforesaid non-compliance from such date.
- The Tenant shall ensure that nothing shall be done, permitted or omitted contrary to the statutory provisions of the Tobacco Products Control Act No. 83 of 1993 ("the Tobacco Act") and its Regulations as amended from time to time and/or any Ordinance or Regulation or By-law as applies thereto relating to the business aforesaid and/or the Tenant's activities and occupation of the Premises whereby the Tenant and/or the Landlord may be liable on conviction to a fine, penalty and/or imprisonment in terms of the Tobacco Act aforesaid. The Tenant furthermore indemnifies and holds the Landlord harmless against any penalty imposed by any local, provincial, national or other authority as a result of the Tenant's failure to comply with the provisions of the aforesaid Tobacco Act and/or the Regulations thereto. In the event that the Landlord is found guilty of any offence and liable on conviction to a fine or penalty the Landlord shall be entitled to recover the amount of such fine or penalty from the Tenant on demand.

5.8. DELAYS DUE TO UNFORSEEN CIRCUMSTANCES BEYOND THE LANDLORD'S CONTROL

The landlord cannot be held responsible for delays to Beneficial Occupation, Practical Completion or the centre opening date due to any of the following:

- Exceptional inclement weather, where the landlord and his contractor have taken all practical steps to avoid or reduce such a delay.
- The inability to obtain materials and goods where the Landlord's contractor has taken all practical steps to avoid or reduce such delay.
- Vis Major, civil commotion, riot, strike or lockout that dis enables the landlord and his contractor to achieve the dates as defined above in 5.8.1.
- Insolvency of the principal contractor.
- Delays caused by the Tenant's agents, professional team, late supply of prime cost items and/or nominated suppliers specified by the tenant, where the Landlord and/or his contractor has taken all practical steps to avoid or reduce such delay
- The landlord shall notify the tenant within 14 days of the occurrence of any such delay and advise the tenant of the estimated extension of the completion dates, as defined above in 5.8.1, depending on the circumstances that have caused the delay. And /or if such a remedy date can be reasonably ascertained.

BOARDWALK MALL - TENANT ALLOWANCES (excluding VAT)		
CEILING / SOFFIT FINISH ALLOWANCE	No ceiling will be provided by Landlord	
	Ceiling / Soffit finish by tenant - allowance will be:	R 100/m ²
SHOPFRONT	Glazed Standard Double Door Shopfront by Landlord - Omission of Shopfront	R 4860/ linear metre
PLUMBING & DRAINAGE	Landlord provides one stainless steel sink unit 1200mm long with a pillar tap and tiled splash back – cold water only	
	Omission of sink	No Allowance
	Landlord provides 1 (one) water point and 1 (one) waste point	

ELECTRICAL INSTALLATION	Lighting by Tenant - Allowance for lighting	R 60/m ²
	One 15 Amp 3 pin combo socket outlet will be installed per 30m ² .	No allowance
	Distribution Board 60 / 80 Amp 3 phase (Non-food line shops) by Landlord	No allowance
	Distribution Board 100 Amp 3 phase (Fast food outlets) by Landlord	No allowance
	Distribution Board 150 Amp 3 phase (Restaurants) by Landlord	No allowance
	No geyser outlet will be provided by Landlord. Cost for geyser point will be for Tenants account	Tenants account
	Landlord provides 1 (one) Telkom draw box at rear of the shop	No allowance
	Landlord provides 1 (one) electrical signage point (220Volt, 10 Amps maximum) in the shopfront bulkhead.	No allowance
SPRINKLER INSTALLATION	Landlord provides ceiling sprinklers & void sprinklers where applicable (1 Sprinkler head every 12m ² , based on flat ceiling)	
	Additional sprinklers due to Tenants shopfitting, ceiling features, internal partitions, mezzanines etc. will be for the tenants account.	Tenants account

AIR CONDITIONING & VENTILATION	Landlord provides standard air-conditioning	
	Diffusers as per an open plan layout is 1 diffuser / 30m ²	
	Additional diffusers due to Tenants shopfitting, ceiling features etc. will be for the Tenants account	Tenants account
	Air conditioning design does not allow for the installation of full height partitioning or mezzanines within the premises. Cost for extra reticulation will be for the Tenants account.	Tenants account
SMOKE DETECTION	Landlord provides standard smoke detectors designed at 1 / 80m ²	
	Additional smoke detectors due to Tenants shopfitting, ceiling features etc. will be for the Tenants account	Tenants account
FLOORS	Power floated concrete floor surface by Landlord	

	Floor finish by Tenant	No allowance
	Expansion joints – Landlord will provide migua joint or similar for the Tenant's account	No allowance
OTHER	Air Conditioning Power for a unit, dedicated to the shop	Tenants account
	Changing colour and position of standard (symmetrical flat) white grilles & diffusers	Tenants account
	Upgrade emergency section of distribution board	Tenants account
	Food preparation areas will NOT be air-conditioned - If required, to be installed by Landlord for the tenants account.	Tenants account
	Extraction for smoking areas (statutory requirements) by Landlord for Tenants account	Tenants account
	Extract canopies and associated ducting and fan/attenuator installations	Tenants account
	Ducting, fans or equipment outside the Lease line by Landlord for the Tenants account	Tenants account
	Gas fire suppression system must be installed in all canopies to NFPA 17A standard	Tenants account
	Make-up air supply will be design & installed by Landlord for the Tenants account	Tenants account
	Landlord to provide handheld fire extinguishers & fire signage within the Tenant space	Tenants account
	Waterproofing to all kitchens, storage areas, cold rooms and freezers by Tenant	Tenants account
	Grease traps and installation by Tenants	
	Floor drains will be installed by the Landlord at the Tenants' cost	Tenants account
	Rubble removal during construction (R20.00 / shop m ²)	Tenants account

NOTE: The above allowances are only applicable if the work is installed within the building programme

All amounts exclude VAT

BOARDWALK MALL - TENANT COSTS (excluding VAT)

PLUMBING & DRAINAGE	Additional floor drain	R 4750
ELECTRICAL INSTALLATION	Additional light fittings	Lighting by tenant
	Additional socket outlets (over and above 1/30m ²)	R 700 each – compliant to SANS 164-2
SPRINKLER INSTALLATION	Additional sprinklers	R 980 each
	Dry Droppers to cold / Freezer rooms	R 4000 each
	Repositioning of sprinklers	R 650 each
	Drain and refill of sprinklers system	R 1500 each instance plus travelling
	Additional Fire Hose reel installation due to Tenants internal layouts & relocation of FHR	R 7000 each
		R 450 per fire extinguisher

	(includes 2 x 4.5kg Fire Extinguishers)	
	Additional Fire Signage due to tenant layout	R 350 per sign
AIR CONDITIONING & VENTILATION	Additional diffusers	R 1500 each
	Change square diffusers to circular	R 500 each
	Change position and colour	R 200 each
	Door grilles	R 1200 each
	Toilet extract systems	R 10 000 to R 35 000 depending on size
	Kitchen makeup and Extract supply system outside lease line (Fast Food & Restaurants)	Ranges from R 75 000 to R 250 000 depending on size
	Gas fire suppression system must be installed in all canopies to NFPA 17A standard	Ranges from R 65 000 to 135 000 depending on size
	Smoking area extraction	In the event that the Tenant elects to have a smoking section within their premises, smoke extraction is for the Tenant's account, amount dependent on the design.
SMOKE DETECTION	Additional Detector	R 1000 each

	Additional Sounder	R 1200 each
BACK DOOR	Reposition shop back door	Shop specific, will be costed for tenant approval and to be signed off before repositioning
FLOORING	Expansion Joint – Migua or Similar	R 1850 – 2250 /linear metre
RUBBLE REMOVAL	Removal of rubble during shopfitting & merchandising	R 20 / m ²
SHOP FRONT	Extra over to change standard shopfront to sliding stacking doors	R 8000 /linear metre
NOTE: The above costs are only applicable if the work is installed within the building programme and is to be used as a guideline only to determine additional costs. Final tenant accounts will be prepared by the Pr. QS for sign off by the tenant.		
All amounts exclude VAT		

6. COMMENCEMENT OF TRADING

The Tenant is required to open for trade no later than the date stipulated in the lease. Late opening will result in penalties and rental will still be payable.

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SIGNED BY TENANT

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DATE

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WITNESS

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DATE